

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT
(Linnton Plywood Site—Portland Harbor)**

This Second Amendment ("**Second Amendment**") to the Purchase and Sale Agreement ("**Agreement**") is dated effective December 28, 2012 ("**Effective Date**"), and is entered into by and between LINNTON PLYWOOD ASSOCIATION, an Oregon cooperative corporation ("**Seller**"), and SN BARNES MANAGEMENT, LLC, a California limited liability company ("**Buyer**").

RECITALS

A. Effective September 11, 2012, Buyer and Seller entered into the Agreement concerning the purchase and sale of certain real property located in the County of Multnomah, State of Oregon (the "**Property**"). The Property is more particularly described in the Agreement. The Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated effective December 11, 2012.

B. Pursuant to the terms of the Agreement, Buyer agreed to make an initial Cash Deposit of Twenty-Five Thousand and No/100ths Dollars (\$25,000.00), and an initial Deposit of One Hundred Sixty-Six Thousand Fifty-Nine and No/100ths Dollars (\$166,059.00). Thereafter, commencing October 1, 2012, Buyer agreed to make monthly Periodic Deposits in the amount of Twelve Thousand Three Hundred Ninety-Five and No/100ths Dollars (\$12,395). Buyer has not yet made the Cash Deposit or the ensuing Periodic Deposit scheduled for December 1, 2012. Buyer now proposes to make a combined Cash Deposit and Periodic Deposits totaling Thirty-Seven Thousand One Hundred Eighty-Five and No/100ths Dollars (\$37,185), on or before December 28, 2012. Buyer further agrees that the next monthly Periodic Deposit shall be scheduled for on or before January 11, 2013. The combined Cash Deposit and aforementioned Periodic Deposits shall promptly be released to Seller subject to the terms of the Agreement, but shall remain fully refundable to Buyer in the event that Buyer does not approve of the Investigation Matters during the Investigation Period, as extended.

C. Pursuant to the terms and conditions of this Second Amendment, Buyer and Seller desire to extend the Investigation Period specified in the Agreement to January 31, 2013, subject to the terms and conditions set forth in this Amendment. Buyer intends to request a further extension of the Investigation Period as to certain Investigation Matters, the terms of which extension would be reflected in a subsequent agreement between Buyer and Seller on or before January 31, 2013.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. **Definitions.** Except as otherwise provided herein, all capitalized terms set forth in this Second Amendment shall be defined as provided in the Agreement.

2. **Effective Date.** The Effective Date of this Second Amendment is December 28, 2013.

3. **Schedule for Making and Releasing the Cash Deposit and Periodic Deposits.** The schedule for the release of these deposits is set forth as follows:

<u>Amount</u>	<u>Deposit and Release Dates</u>
\$166,059.00	Already released
\$37,185.00	December 28, 2012
\$12,395.00	January 11, 2013

4. **Inspection Period.** The Agreement Section 4.1 Investigation Period is extended and now shall end at 5:00 p.m. on January 31, 2013.

5. **Refundability.** Notwithstanding anything in this Amendment to the contrary, in the event that Borrower fails timely to make and release any such Deposit as required by this Second Amendment, then such failure shall constitute Buyer's disapproval of the Investigation Matters within the Investigation Period, and Seller shall therefore be bound immediately to return to Buyer the full amount of the Deposits which Buyer has made as of the date of such deemed disapproval. The provisions of the Agreement applicable to the refundability of deposits shall remain in full force and effect.

6. **Recitals.** The Recitals herein are hereby incorporated by reference into this Second Amendment. The parties warrant that the Recitals are true and correct.

7. **Ratification.** Buyer and Seller hereby agree that, except as provided in this Second Amendment, the Agreement is ratified, affirmed and remains in full force and effect and is incorporated herein by this reference.

8. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

9. **Electronic Transmittals.** The Parties agree that if this Second Amendment is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original signature.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

BUYER:

SN BARNES MANAGEMENT, LLC,
a California limited liability company

By: ~~S.N. Barnes, Inc.,~~ ^{NB}
a California Corporation,
Its: ~~General Partner~~

By: [Signature]

Its: Manager Robert Manager ^{NB}

Date: 12/27/12

SELLER:

LINNTON PLYWOOD ASSOCIATION,
an Oregon cooperative corporation

By: _____

Its: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

BUYER:

SN BARNES MANAGEMENT, LLC,
a California limited liability company

By: S.N. Barnes, Inc.,
a California Corporation,
Its: General Partner

By: _____

Its: _____

Date: _____

SELLER:

LINNTON PLYWOOD ASSOCIATION,
an Oregon cooperative corporation

By: Jim Stahly
Its: General Manager

Date: 12-26-12